

**THIRD ADDENDUM TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS  
NORTHERN VIRGINIA  
ARSON AND EXPLOSIVES TASK FORCE  
AND  
THE COUNTY OF ARLINGTON VIRGINIA FIRE DEPARTMENT  
THE COUNTY OF LOUDOUN VIRGINIA FIRE DEPARTMENT  
THE COUNTY OF PRINCE WILLIAM VIRGINIA FIRE DEPARTMENT  
THE COUNTY OF STAFFORD VIRGINIA FIRE DEPARTMENT  
THE COUNTY OF FAIRFAX POLICE DEPARTMENT  
THE VIRGINIA STATE POLICE  
THE COUNTY OF FREDERICK VIRGINIA FIRE DEPARTMENT  
THE COUNTY OF SPOTSYLVANIA VIRGINIA FIRE DEPARTMENT  
THE CITY OF ALEXANDRIA VIRGINIA FIRE DEPARTMENT  
THE CITY OF FREDERICKSBURG VIRGINIA FIRE DEPARTMENT  
TO INCLUDE  
THE FAUQUIER COUNTY DEPARTMENT OF FIRE AND EMERGENCY  
SERVICES**

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This Memorandum of Understanding (MOU) is made on the 19<sup>th</sup> day of July 2004, between the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Fauquier County Department of Fire and Emergency Services. This is an addendum to the Memorandum of Understanding (MOU) for the ATF/Northern Virginia Arson and Explosives Task Force previously signed by the Counties of Arlington, Loudoun, Prince William and Stafford Virginia Fire Departments, the first addendum signed by the County of Fairfax Police Department and the Virginia State Police, and the second addendum signed by the Counties of Frederick and Spotsylvania, the Cities of Alexandria and Fredericksburg Fire Departments.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Fauquier County Department of Fire and Emergency Service agree to cooperate in the investigation of fires and/or explosive incidents, within Federal jurisdiction, in the Northern Virginia region.

This MOU will formalize relationships between the participating agencies with regard to procedures and utilization of resources in order to maximize interagency cooperation and coordination.

The Parties Agree:

1. The ATF and the Fauquier County Department of Fire and Emergency Services agree to cooperate in the investigation of fires and/or explosive incidents, within Federal jurisdiction, in the Northern Virginia region. The vehicle for this cooperation is the AFT/Northern Virginia Arson and Explosives Task Force (hereinafter "the NVAETF"), which is established by the MOU. The NVAETF will investigate fires, arsons and explosive incidents in the Northern Virginia region. Under the NVAETF, these parties will continue to cooperate and work together to investigate and solve all arson and arson related crimes.
2. Task Force investigators are expected to investigate Federal arson and explosive violations and travel if necessary to achieve the enforcement goals of the Task Force. The objectives of the Task Force are:
  - A. Identify and target arson for profit schemes and arson/explosives incidents, which fall under Federal jurisdiction.
  - B. Conduct investigations of arson/explosives crimes that will lead to prosecution in the Federal courts of law.
3. To accomplish the objectives, ATF will assign Special Agents and a Supervisory Special Agent to the Northern Virginia Arson and Explosives Task Force. The Fauquier County Department of Fire and Emergency Services investigators assigned to the Task Forces will be deputized as Federal officials, and while on duty and acting within the scope of their Federal deputation, will be under Federal supervision and will be deemed an employee of the United States for purposes of the Federal Tort liability statutes and under the Standards of Conduct for Employees of the Executive Branch. Task Force members will ensure that their personal financial interest will not conflict with their official duties on the Task Force.
4. ATF will activate the Task Force upon notification of an incident falling under Federal jurisdiction, or at the request of an agency, which is responsible for the response, and investigation of fire, arson and explosives incidents. Once an incident and follow up investigation are deemed manageable for the case agent/investigator, the Task Force investigators will return to their regularly assigned duties.
5. The Task Force will fall under the supervision of the Resident Agent in Charge (RAC), Fall Church I Field Office, Washington Field Division. All activities of the Task Force will be directed by the RAC, but this shall not undermine the authority of an agency's supervisor to direct the activities of a subordinate in non-NVAETF matters. The investigators assigned to the Task Force shall adhere to all ATF policies and procedures that apply to their official task force duties. Failure to adhere to these ATF policies and procedures shall be grounds for

dismissal from the Task Force. Task Force members will otherwise remain subject to their own agency policies and procedures.

6. Task Force members will not routinely carry ATF weapons. Task Force investigators shall qualify quarterly with their agency issued firearms, using and complying with ATF's firearms proficiency standards. ATF Certified firearms instructors shall train and administer the ATF Firearms Proficiency Course to measure firearms proficiency. If task force investigators can document similar training and qualification from their agencies, such documentation may be substituted. All members must meet ATF standards in order to be a member of the Task Force.
7. Task Force investigators shall share information and work collectively to accomplish the objectives. The release of information is subject to ATF regulation and the Federal Rules of Criminal Procedure, Rule 6(e). Task Force investigators will collect and enter information into the ATF N-Force Reporting System. Training will be made available to Task Force investigators relating to such topics as ATF rules and regulations, reporting requirements, property and evidence, use of force and other related training.
8. Parties to this MOU may terminate their participation at any time upon providing 30 calendar days advance written notice of their intent to withdraw to all other parties in this MOU.

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John P. Malone  
Special Agent in Charge  
Washington Field Division  
Bureau of ATF

Date: \_\_\_\_\_

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Harry Atherton  
Chairman of the Board  
Fauquier County  
Board of Supervisors

Date: \_\_\_\_\_

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Philip T. Myer  
Fire Chief  
Fauquier County  
Department of Fire and Emergency Services

Date: \_\_\_\_\_